

DEPARTMENT OF THE ARMY
U.S.ARMY ENGINEER DISTRICT, SAVANNAH
100 WEST OLGETHORPE AVENUE
SAVANNAH, GEORGIA 31402

SALES AGREEMENT
HOMEOWNERS ASSISTANCE PROGRAM
STATE OF SOUTH CAROLINA

1. PARTIES. This Agreement made this____ day of _____, 19__ between THE UNITED STATES OF AMERICA, hereinafter referred to as “Seller” and _____, hereinafter referred to as “Buyer”

2. PROPERTY TO BE SOLD. Subject to terms and conditions herein, and subject to all Government statutes, ordinances, rules and regulations, Seller agrees to sell and Buyer agrees to buy the following described property with all personal property, fixtures, equipment and systems currently located thereon:

Lot:_____ Block:_____ Section:_____ Subdivision:_____

Street Address:_____

City:_____ County: _____, South Carolina Zip Code: _____

HAP CONTROL NUMBER:_____ TMS Number:_____

3. PROPERTY CONDITION. Seller makes no representations or warranties concerning the condition of the property, including, but not limited to mechanical systems, foundation, structure, or compliance with code, zoning or building requirements. Buyer agrees to accept the property in the condition existing at the time of closing, including any hidden defects, known or unknown, and acknowledges responsibility for satisfying himself/herself/ themselves/itself as to the condition of the property and of compliance with laws, regulations and ordinances affecting the property. Seller authorizes Buyer, at Buyer’s expense, to make a complete inspection of the property **within 15 days** of the ratification of this contract. Buyer is authorized at Buyer’s expense to establish utility services, to include electrical, sewage, water, telephone, or gas services at the above described property for the purpose of conducting Buyer’s inspection of the property.

4. TITLE CONVEYANCE. Seller agrees to convey and Buyer agrees to accept title to the property by Quitclaim Deed. Title will be taken in the following name(s): (print or type)

5. PURCHASE PRICE. The agreed purchase price of the property is \$_____

6. EARNEST MONEY. This offer is accompanied by an earnest money deposit of not less than \$500. Said earnest money is to be applied to the purchase price. Buyer agrees to pay the balance of the purchase price at time of closing in cash to Seller. Buyer has paid to the Selling Broker earnest money in the amount of \$_____.

7. PAYMENT OF PURCHASE PRICE (Check One)

[] MORTGAGE LOAN. Buyer’s obligation is contingent upon Buyer obtaining a loan for the purchase of the property described herein. Buyer shall apply for the loan within 10 days from the date the agreement is signed by the Seller in accordance with paragraph 11. c.

TYPE OF LOAN [] VA [] FHA [] Conventional []Other:_____

[] CASH AT CLOSING. Buyer’s obligation is not contingent upon Buyer’s ability to obtain a loan for the purchase of the property described herein.

8. REPAIRS. If the lender, FHA, or VA, as a condition for making a loan to the buyer requires certain repairs, the Seller must be furnished a complete and true copy of the appropriate lender’s appraisal listing the required repairs. The Seller will have the option to either make the repairs if found to be reasonable; or to cancel the contract with no further obligation to the Buyer; or to renegotiate, by addendum to this agreement, the costs to be paid by Seller for said repairs.

9. EXPIRATION DATE. This Sales Agreement shall expire Ninety (90) Days after the date the Agreement is signed by the Seller, unless otherwise agreed to in writing.

10. CLOSING COST - PAID BY SELLER. Seller will pay the cost of the following:

a. Fees paid by Seller outside of closing (POC)(if applicable)

(1) Cost of Official South Carolina Wood Infestation Report

(2) Seller's Attorney Fees.

b. Fees paid by Seller at closing from closing proceeds:

(1) Selling Broker's Commission. Five Percent (5%) of the purchase price shall be paid

to:_____

c. Other Costs. Seller will pay other costs not specifically addressed in this contract, but not more than the actual costs, and in any event the total amount Seller will pay will not exceed: \$ _____. Said amount Seller is to pay will include any and all costs Seller is required to pay in connection with the Buyer's loan.

All costs agreed to be paid by Seller, will only be paid at time of closing. If Buyer is required to pay any of these costs in advance, Buyer will be reimbursed by the Seller at closing. If the sale is not completed, Seller will not be responsible for any costs paid by Buyer.

11. **CONDITIONS OF SALE.** Seller and Buyer agree to the following Conditions of Sale:

A. **PRORATIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. The amount of the property taxes shall be estimated by closing attorney, using current tax figures if available, if not then the taxes from the prior year. Pro-rations at closing shall be final.

B. **FORM CL-100.** Seller is responsible for the cost of providing an Official South Carolina Wood Infestation Report (Form CL-100) and, if appropriate, treatment for active subterranean termites or other wood destroying insects. Any repairs noted on the CL-100 will be subject to the provisions of paragraph 8 of this agreement. Buyer agrees to order and cause to be performed on the property an inspection for the above report and to have said report immediately forwarded to the Seller. The Buyer shall be reimbursed for this expense at time of closing in an amount not to exceed \$75.00. If the sale is not consummated/closed for any reason Buyer shall not be reimbursed by Seller for the cost of the CL-100 Inspection Report. Seller hereby authorizes Buyer's contractor entrance upon the property for the exclusive purpose of conduction the CL-100 inspection; however, access to the property must be coordinated with the Seller prior to entering the property.

C. **DEFAULT.** Should Buyer refuse or otherwise fail to perform in accordance with the contract, including, but not limited to, failure to close the sale prior to the expiration date; or failure to make loan application within 10 days of the date of this agreement and to diligently pursue the application, the Seller may rescind this agreement and retain all or a portion of the earnest money deposit. Returning the earnest money to the Buyer shall release the Seller of any and all claims arising from this agreement. No portion of the earnest money will be returned to the Buyer without the express written consent of the Seller.

D. **POSSESSION.** Buyer may not perform repairs nor take possession of the property until sale is closed.

E. **BINDING AGREEMENT.** Seller and Buyer agree that this Agreement shall be binding upon the parties, their respective heirs, executors, administrators, successors or assigns, and is assignable only by written consent of the Seller.

F. **DAMAGE PRIOR TO CLOSING.** The Seller assumes the risk of any damage or loss to the property occurring after acceptance of this Agreement and before the closing, provided the damage or loss is not the fault of the Buyer. Any damage after the effective date of this Agreement but before closing may, at the Seller's option, be authorized for repair, or the Seller may reduce the sales price of the property as a result of the damage, or either the Buyer or Seller has the option to rescind this Agreement with all earnest money deposits refunded.

G. **LEAD BASED PAINT.** **If this property was constructed prior to 1978 a Lead Based Paint Addendum must be attached to this contract.** Buyer understands and agrees that the Seller does not guarantee or warrant that lead-based paint or any potential lead-based paint hazards have been inspected for or eliminated from this property. Buyer acknowledges that he/she/they/it have received and read a copy of the attached Lead Based Paint Addendum, if applicable.

G. ENTIRE AGREEMENT. This contract contains the final and entire Agreement between Seller and Buyer and they shall not be bound by any terms, conditions, statements, or representation, oral or written, not contained in this Agreement.

I. EFFECTIVE DATE. The effective date of this Agreement is the date signed by the Seller. Official acceptance of this Agreement by the Seller is final and effective only upon the Seller's conveyance of the executed contract to the Buyer or the Selling Broker.

12. SPECIAL STIPULATIONS: _____

13. CERTIFICATION OF BUYER. The undersigned certifies that in affixing his/her/their/its representative's signature(s) to this Agreement, he/she/the/it understands all the contents thereof (including all addenda) and is in agreement therewith without protest.

Signature of Buyer: _____ Date: _____
_____ Witness _____ Date _____

Printed Name of Buyer: _____

Signature of Buyer: _____ Date: _____
_____ Witness _____ Date _____

Printed Name of Buyer: _____

Buyer's Address: _____

19. ACCEPTANCE / RATIFICATION BY SELLER.

Name of Seller: **THE UNITED STATES OF AMERICA**
By and Through The United States Army Corps of Engineers, U. S. Army Engineer District, Savannah

By: _____
_____ Date _____
CHIEF, REAL ESTATE DIVISION Witness _____ Date _____

20. CERTIFICATION OF BROKER. I, the undersigned Broker, certify:

a. That neither I, nor anyone authorized to act for me, have declined to sell the property described herein or to make it available for inspection or consideration by a prospective buyer because of his/her race, color, creed, age, familial status, or handicap, religion, sex, or national origin;

b. That I have collected from the above Buyer(s), in connection with his/her/their offer to purchase, earnest money ☐ check ☐ cash in the amount of \$ _____. All cash monies or certified funds shall be deposited on or before the next banking day. All other monies shall be deposited on or before the next banking day after acceptance of the Sales Agreement. A copy of the earnest money check, or cash receipt, is attached.

c. That I have fully explained the Seller's earnest money forfeiture policy in this Agreement, to the Buyer(s), and I agree to immediately comply with Seller's written instructions in 20b, for the ultimate disposition of this earnest money deposit.

Signature of Broker: _____

Business Name and Address of Broker: _____

Broker's License No.: _____ State: South Carolina

Broker's Telephone No.: (_____) _____ Broker's Fax No.: (_____) _____

Sales Agent: _____ Sales Agents Telephone No.: (_____) _____
(Print or Type)